

15) The terms of this Agreement shall be from the effective date hereof and continue for a period of one year. This Agreement shall be renewed for two (2) successive one-year periods at the sole discretion of the Employer, unless either party gives the other notice of cancellation in accordance with the terms set forth below. If either party desires to modify or terminate this Agreement, it shall notify the other in writing at least thirty (30) days prior to the effective date of such modification or termination. In the case of proposed modification the party receiving the notification of the proposed modification shall itself notify the other party within ten (10) days of its agreement to the proposed modification. Failure to do so shall terminate this Agreement as of the end of the Employer's Plan Year.

16) This Agreement may be terminated by either the Employer or Acordia National at any time provided that Acordia National gives the Employer ninety (90) days prior written notice or that the Employer gives Acordia National at least thirty (30) days prior written notice. The prior written notice will state the prospective effective date of the termination. Termination of this Agreement will not terminate the rights or obligations of either party arising out of the period during which this Agreement was in effect. Upon the termination of this Agreement, and if the same is not renewed, Acordia National shall return all files of closed or pending claims covered by this Agreement to the Employer or their designee.

17) Employer agrees that during the term of this Agreement and for a period of three years after its termination it will not induce any employee of Acordia National to leave Acordia National's employment or directly or indirectly assist any other person or entity in requesting or inducing any such employee of Acordia National to leave such

employment.

18) Acordia National warrants that it has not employed, retained or otherwise had acted on its behalf any former County officer subject to the prohibition in Sec 2 of Ordinance no 10-1990 or any County officer or employee in violation of Sec. 3 Ordinance 10-1990 and that no employee or officer of the County had any interest, financially or otherwise, in Acordia National except for such interest, permissible by law and fully disclosed by affidavit attached hereto. For breach or violation of this paragraph, the County may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, give or consideration paid to the former County officer or employee.

19) All notices hereunder shall be in writing and mailed by certified mail, return receipt requested. Notices to the Employer shall be at the address first above written and to Acordia National at 602 Virginia Street, East, Charleston, WV 25301, Attention:

President, or at such other addresses as the parties may from time to time designate in writing.

20) The Employer and Acordia National agree that this agreement shall be administered and construed according to the laws of the State of Florida. In the event that any matter of disagreement arises, it shall be decided by a court of competent jurisdiction with venue in Monroe County, Florida.

21) In the event this Agreement is terminated, the parties will have the option of agreeing to completion of claims administration services for claims existing at

termination for a ninety (90) day period following termination of this Agreement upon terms negotiated between the parties.

22) This Agreement, together with the written proposal submitted by Acordia and the Plan constitute the entire Agreement between the Employer and Acordia National.

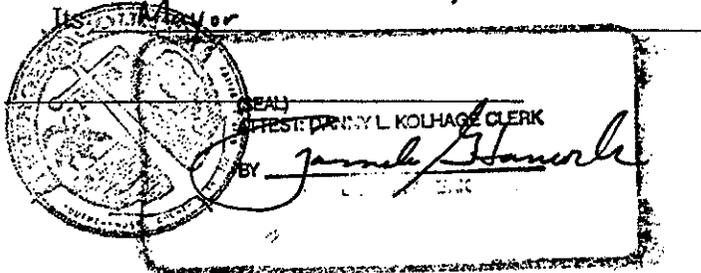
IN WITNESS WHEREOF, the Employer and Acordia National have caused this Agreement to be executed by their respective proper corporate officers, effective as of the 8th day of September, 19 99.

EMPLOYER: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By Wilhelmina Harvey
Wilhelmina Harvey

Its Mayor

ATTEST:



ACORDIA NATIONAL

By Ril H. Yegg

Its CHIEF OPERATING OFFICER

ATTEST: Martha Feazell

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.
BY Robert N. Wolfe
ROBERT N. WOLFE
DATE 11-10-99

ATTACHMENT 2
PUBLIC GOODS SURCHARGE/COVERED LIVES
ELECTION FORM

FEDERAL TAX IDENTIFICATION #: 59-6000749

PAYOR NAME: MONROE COUNTY BOARD OF COMMISSIONERS

DBAs (IF APPLICABLE) N/A

ADDRESS: 5100 COLLEGE ROAD, ROOM 215
KEY WEST, FLORIDA 33040

CONTACT PERSON: LEAH M. MARQUESS

PHONE #: (305) 292-4448 FAX #: (305) 295-4301

By signature below, the above entity elects to make public goods surcharge payments directly to the Department's pool administrator for all its lines of business and agrees to:

1. remit to the Department's pool administrator required surcharge payments for all applicable services on a monthly basis on or before the 30th day following the calendar month for which monies have been paid to designated providers of service;
2. provide the Department's pool administrator monthly certified reports on or before the 30th day following the calendar month for which monies have been paid which separately report patient service expenditures for services provided by designated provider type(s) (i.e., hospital inpatient, hospital outpatient, diagnostic & treatment center, laboratory, or ambulatory surgery center) by product line;
3. provide the Department with certification of data and access to allowance expenditure data upon request for audit verification purposes; and
4. the jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-j of the Public Health Law.

By signature below, the above entity also agrees to make public goods covered lives payments directly to the Department's pool administrator in instances where it provides inpatient coverage as a corporation organized and operating in accordance with Article 43 of the Insurance Law, an organization operating in accordance with Article 44 of the Public Health Law, a self-insured fund or third party administrator acting on behalf of such fund or a commercial insurer licensed to do business in New York State and authorized to write accident and health insurance and whose policy provides inpatient coverage on an expense incurred bases. In such instances the above entity agrees to:

1. remit to the department's pool administrator within 30 days after the end of each month one-twelfth of both the individual and family unit annual assessment amounts for each of the individuals and family units residing in the state which were included on the payor's membership rolls for all or a portion of the prior month and for which the payor covered general hospital inpatient care, including retroactive additions and deletions;
2. provide the Department with data certification and access to individual and family unit data, upon request, for audit verification purposes; and
3. the jurisdiction of the state to maintain an action in the courts of the State of New York to enforce any provision of section 2807-t of the Public Health Law.

By signature below, the Chief Financial Officer of the above entity certifies that the data provided on Attachments #2 through 2.4 has been carefully prepared in accordance with instructions provided, and to the best of his/her knowledge, the information presented is accurate and correct.

Signature _____ Date _____
Chief Financial Officer

ATTACHMENT 2.6
PUBLIC GOODS SURCHARGE/COVERED LIVES
ELECTION FORM
CHANGE OF THIRD PARTY ADMINISTRATOR (TPA) STATUS OF PAYORS

If an electing payor changes their third party administrator (TPA) or administrative services only organization (ASO), the form below must be completed and submitted to the Department's pool administrator. NOTE: This form is only to be utilized by payors, not TPAs. The TPAs should file Attachment #2.4-A or #2.4-B Addendum.

Effective Date: January 1, 1997

File out all applicable information.

PAYOR INFORMATION:

Federal Employer Identification #(EIN): 59-6000749

Name: Monroe County Board of Commissioners

PREVIOUS TPA/ASO INFORMATION

Federal Employer Identification #(EIN): N/A

Name: N/A

PRESENT NEW TPA INFORMATION:

Federal Employer Identification #(EIN): 55-0579762

Name: Acordia National

Address: PO Box 3262

Charleston, WV 25332

Contact Person: Beverly Burdette

Phone #: 304-353-8781

Check one of the following (if applicable):

- New TPA is assuming responsibility for all pending claims and HCRA reporting requirements.

Signature of Payor _____ Date _____

**RISK MANAGEMENT
POLICY AND PROCEDURES
CONTRACT ADMINISTRATION
MANUAL**

**General Insurance Requirements
For
Other Contractors and Subcontractors**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained, will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including prestaging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract, and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance either:

- Certificate of Insurance

or

- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Manager.

RLW
5/4/99

**INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
ACORDIA NATIONAL**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

RL
4/26/99

GL2

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

_____ ACORDIA NATIONAL _____

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC2

RK
4/26/99

**PROFESSIONAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

_____ ACORDIA NATIONAL _____

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$500,000 per Occurrence/\$1,000,000 Aggregate

*7/25
4/26/99*

PRO2

VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND

_____ ACORDIA NATIONAL _____

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

RLK
4/26/99

VL2

**EMPLOYEE DISHONESTY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____ ACORDIA NATIONAL _____**

The Contractor shall purchase and maintain, throughout the term of the contract, Employee Dishonesty Insurance which will pay for losses to County property or money caused by the fraudulent or dishonest acts of the Contractor's employees or its agents, whether acting alone or in collusion of others.

The minimum limits shall be:

\$100,000 per Occurrence

*JKH
4/26/99*

ED2

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

JKW
4/26/99

ATTACHMENT B

:
:

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

ACCORDIA NATIONAL, INC.
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Rail H. Yeggs
Bidder's Signature
4/26/99
Date

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

I, ACORDIA NATIONAL, INC. of the city,
of CHARLESTON, WVA according to law on my oath, and under
penalty of perjury, depose and say that:

1) I am ACORDIA NATIONAL, INC., the bidder making the
Proposal for the project described as follows:

REQUEST FOR PROPOSAL HEALTH PLAN CLAIMS ADMINISTRATION,
DENTAL, VISION, MANAGED CARE AND UTILIZATION REVIEW
AND LARGE CARE MANAGEMENT SERVICES

2) The prices in this bid have been arrived at independently without collusion,
consultation, communication or agreement for the purpose of restricting competition, as
to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid
have not been knowingly disclosed by the bidder and will not knowingly be disclosed by
the bidder prior to bid opening, directly or indirectly, to any other bidder or to any
competitor; and

4) No attempt has been made or will be made by the bidder to induce any other
person, partnership or corporation to submit, or not to submit, a bid for the purpose of
restricting competition;

5) The statements contained in this affidavit are true and correct, and made with
full knowledge that Monroe County relies upon the truth of the statements contained in
this affidavit in awarding contracts for said project.

STATE OF West Virginia

Rick H. Legg
(Signature of Bidder)

COUNTY OF Kanawha

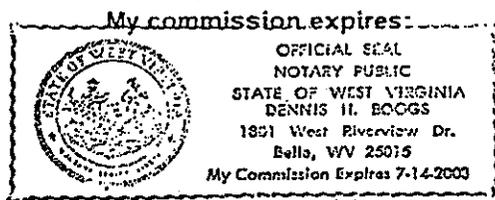
4/26/99
DATE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Rick H. Legg who, after first being sworn by me, (name of
individual signing) affixed his/her signature in the space provided above on this

26 day of April, 1999.

Dennis H. Boogs
NOTARY PUBLIC



SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

ACORDA NATIONAL, INC. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance no. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Rick H. Legg
(signature)
Date: 4/26/99

STATE OF West Virginia
COUNTY OF Kanawha

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Rick H. Legg who, after first being sworn by me, affixed his/her
signature (name of individual signing) in the space provided above on this 26 day of
April, 1999.

Dennis H. Boggs
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

